

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
AND THE  
UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL MARINE FISHERIES SERVICE (NOAA FISHERIES)  
AND THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE (FWS)

ARTICLE 1 - PURPOSE

Recognizing the legal authorities and mandates of the respective Federal agencies for the management of aquatic animal health in the United States and its territories, this memorandum of understanding (MOU) between APHIS, NOAA Fisheries, and FWS will delineate those responsibilities in the issuance of animal health certificates for the export of live aquatic animals to foreign countries. This MOU does not deal with the issuance of health certificates in relation to human health issues affected by live or dead aquatic animals or their products, export of marine mammals, or the export of aquatic species listed as endangered or threatened species.

ARTICLE 2 - AUTHORITIES

APHIS Authority:

APHIS enters into this MOU pursuant to the Department of Agriculture's programmatic authority to participate in such activities pursuant statutory authorities including the Animal Health Protection Act (7 USC 8301-8316).

NOAA Fisheries Authority:

NOAA Fisheries enters into this MOU pursuant to the Department of Commerce's programmatic authority to participate in such activities pursuant statutory authorities including the Agriculture Marketing Act of 1946, as amended (7 USC 1621-1627), the Fish and Wildlife Act of 1956, as amended (16 USC 742e) and the Reorganization Plan No. 4, dated 1970 (84 Stat.2090).

FWS Authority:

The FWS enters into this MOU pursuant to the Department of Interior's programmatic authority to participate in such activities pursuant statutory authorities including the Fish

and Wildlife Act of 1956, as amended (16 USC 742e) and the Fish and Wildlife Coordination Act (16 USC 661 et seq.).

### ARTICLE 3 - DEFINITIONS

“Aquatic Animal”, for the purposes of this MOU, means -species of the animal kingdom living in or in direct association with water to include finfish, crustaceans, and mollusks and amphibians.

“Competent authorities” means the official Federal agencies which can attest to the health status of an aquatic animal and who can issue an export animal health certificate. For the purposes of this MOU, APHIS, NOAA Fisheries, and FWS shall be considered and represented as Competent Authorities of the United States.

“Export animal health certificate” means the official document issued by a competent authority of the exporting country attesting to the health and pathogen status of the aquatic animals to be exported as required by the importing country.

“Feral” means aquatic animals existing outside the confines of a government owned or leased, or privately owned or leased farm site. These animals at one time may have been in captivity, or may be descended from animals held in captivity for some part of their lives.

“Livestock” means all farm-raised animals, including viable eggs or other gametes.

“Wildlife” means any wild animal, whether dead or alive, including without any limitation any, fish, mollusk, crustacean or amphibian, whether or not bred, hatched, or born in captivity, and including any part, product, egg or offspring thereof.

### ARTICLE 4 - AGENCY RESPONSIBILITIES

APHIS shall be the lead agency and responsible for the issuance of export animal health certificates for farm-raised aquatic livestock cultured in the United States and its territories, to include livestock reared in academic institutions, research facilities, and public aquaria.

NOAA Fisheries shall be the lead agency and responsible for the issuance of export health certificates for marine wildlife or feral aquatic animals, in captivity or captured from the wild, to include such animals held in academic institutions, research facilities, and public aquaria.

FWS shall be the lead agency and responsible for the issuance of export health certificates for freshwater wildlife and feral aquatic animals, in captivity or captured from the wild, to include such animals held in academic institutions, research facilities, and public aquaria.

This MOU does not pertain to export health certificates issued by FWS for mammals and birds or export certificates that may be issued by NOAA Fisheries or FWS for marine mammals or for aquatic organisms listed as endangered or threatened species.

NOAA Fisheries and FWS shall share the responsibilities for the issuance of export health certificates for wild or feral diadromous aquatic animals.

APHIS, NOAA Fisheries, and FWS, when acting as the lead agency, shall consult with the other Federal agencies party to the MOU, when negotiating the terms of an export agreement with a foreign country of a live aquatic animal. The appropriate contact in the State Department and the USTR will be advised of these negotiations.

#### ARTICLE 5 - MUTUAL RECOGNITION, COLLABORATION, AND COOPERATION AS COMPETENT AUTHORITIES

APHIS, NOAA Fisheries, and FWS shall recognize the issuance of export aquatic animal health certificates by each other and shall recognize each other as a Competent Authority of the United States in the issuance of said export aquatic animal health certificates.

APHIS, NOAA Fisheries, or FWS may request assistance from each other in issuing an export health certificate from within their respective legal jurisdiction(s).

The Federal Executive Committee of the National Aquatic Animal Task Force (Task Force) shall serve as a body which will review rules proposed by an agency signatory to this MOU for the implementation and issuance of export health certificates. For the purpose of collaboration, cooperation, and the protection of cultured and wild aquatic resources, prior to the publication in the Federal Register of any proposed rule(s) dealing with aquatic animal health export certificates by APHIS, NOAA Fisheries, or FWS, consensus will be reached by the Federal Executive Committee of the National Aquatic Animal Task Force on the language of the proposed rule(s).

#### ARTICLE 6 - GENERAL PROVISIONS

Nothing in this MOU is intended to obligate any appropriated funds from any agency in conflict with any federal law or regulation.

#### ARTICLE 7 - EFFECTIVE DATE AND DURATION

This MOU shall become effective upon final signature and shall continue for five years. It may be extended by written agreement of all three parties.

#### ARTICLE 8 - TERMINATION

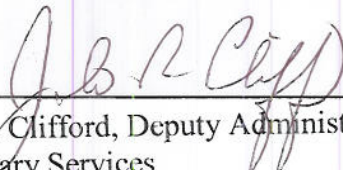
Nothing herein is intended to conflict with the current authorities of the parties. If the terms of this MOU are inconsistent with existing directives of the respective agencies entering into this agreement, then those portions of the agreement which are determined

to be inconsistent may be considered to be invalid: but the remaining terms and conditions of this agreement not affected by inconsistency shall remain in full force and effect. At the first opportunity for review of the MOU, such changes as deemed necessary will be accomplished by either an amendment or entering into an new agreement, whichever is deemed expedient by the parties.

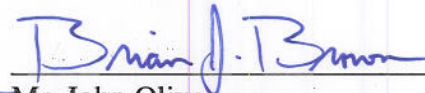
Any signatory to this MOU wishing to terminate their participation may do so thirty (30) days following the written notification of the other signatory parties.

#### ARTICLE 9 - AUTHORIZED AGENCY SIGNATORIES


UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

  
\_\_\_\_\_  
John R. Clifford, Deputy Administrator  
Veterinary Services  
3/24/08  
Date

UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL MARINE FISHERIES SERVICE

  
\_\_\_\_\_  
for Mr. John Oliver  
2/1/08  
Date

UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE (FWS)

  
\_\_\_\_\_  
Mr. H. Dale Hall  
3/7/08  
Date